

#4552

3C

FEBRUARY 20, 1985

MEMORANDUM

TABLED: February 7, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: CHARLESTOWN NAVY YARD; EXECUTION OF DOCUMENTS
NECESSARY FOR CONVEYANCE AND DEVELOPMENT OF
BUILDING 103 AS 112 UNITS OF HOUSING FOR THE
ELDERLY

As you are aware, Immobiliare New England has undertaken the phased redevelopment of the New Development Area at the Charlestown Navy Yard. The terms of the Urban Renewal Plan Amendment dated December 6, 1976 require that 10% of all residential units in the Navy Yard be reserved as housing for the elderly. As a first step toward meeting this requirement, and in accordance with the Land Disposition Agreement dated December 7, 1978 as amended July 12, 1984, Immobiliare is now seeking to begin construction on 112 units of elderly housing in Building 103 (Parcel 3A) to be known as Anchorage Apartments. Immobiliare proposes to develop these units as partners with the Barkan Company, Melvin H. Barkan, President, in a limited partnership known as Building 103 Associates Limited Partnership. In addition to providing this much needed resource in the Navy Yard, by conveying this parcel the Authority will receive a credit of \$200,000 toward its outstanding mortgage obligation to Immobiliare New England as provided in the original Land Disposition Agreement. The total development cost for this project is \$6,964,650.

Additionally, in order to provide sufficient parking for this development, it is necessary to discontinue a portion of Ninth Street as a public way and require the developer to maintain said portion as a private way open to public travel. Permission is hereby sought for the Director, acting on behalf of the Authority, to petition the Public Improvement Commission to discontinue a portion of Ninth Street as a public way.

An Appropriate vote follows:

VOTED:

That the Director be and hereby is, authorized to execute a deed to Building 103 Associates with respect to Parcel 3A in the New Development Area of the Charlestown Navy Yard; and further

That the Director be and hereby is authorized to execute additional documents, substantially in the form attached hereto, as may be necessary to effectuate such conveyance including a Partial Release of the parcels and a Notification of Credit to Mortgage Obligation concerning said parcel; and further

That the Director be, and hereby is authorized, on behalf of the Authority, to petition the Public Improvement Commission of the City of Boston for discontinuance as a public way of a portion of Ninth Street in the Charlestown Navy Yard.

NOTIFICATION OF CREDIT TO

MORTGAGE OBLIGATION

Parcel 3A

Reference is made to a certain promissory note from the Boston Redevelopment Authority (the "BRA") as Maker to Immobiliare New England ("Immobiliare") as Payee dated May 24, 1979 in the original principal amount of One Million Seven Hundred Forty Thousand Dollars (\$1,740,000.00) (the "Note"). The Note is secured by a mortgage dated May 24, 1979 and recorded with the Suffolk County Registry of Deeds in Book 9182, Page 213.

In accordance with the provisions of the Note, Immobiliare hereby accepts from the BRA the conveyance of Parcel 3A in the former Boston Naval Shipyard, Charlestown, Massachusetts as payment of Two Hundred Thousand Dollars (\$200,000.00) under the Note. Parcel 3A is more particularly described in a deed from the BRA to the Trustee of even date herewith and recorded with Suffolk County Registry of Deeds.

The foregoing amount is hereby deemed paid and credited to the account of the BRA as a payment of principal under the Note. The outstanding balance of principal remaining to be paid under the Note is One Million Two Hundred Eight Thousand Three Hundred Ninety-Three and 96/100 Dollars (\$1,208,393.96).

EXECUTED as a sealed instrument as of the _____ day of _____, 1985.

IMMOBILIARE NEW ENGLAND
By its Joint Venturers:

IMMOBILIARE BOSTON, INC.

Witness

By _____
Arturo L. Ressi di Cervia
Its President

CANOPUS, LTD

Witness

By _____
Arturo L. Ressi di Cervia
Its President

One certain parcel of land with the building, thereon in the Charlestown section of Boston, Suffolk County, Massachusetts shown as Parcel 3A on a plan entitled "Parcels 3A, 3E, 3F, 3G, 3H, 3I, 3K, & THIRTEEN STREET EXT. Subdivision Plan of Land in Charlestown, Mass." by Survey Engineers of Boston dated November 17, 1983, revised July 26, 1984, which plan is recorded in the Suffolk County Registry of Deeds in Book 11062, Page 3.

EXECUTED as a sealed instrument as of the day of
 , 1985.

By its Joint Venturers:

By Arturo L. Ressi di Cervia
President

By Arturo L. Ressi di Cervia
President

COMMONWEALTH OF MASSACHUSETTS

_____, ss:

, 1985

Then personally appeared the above-named Arturo L. Ressi di Cervia, President of Immobiliare Boston, Inc. and acknowledged the foregoing instrument to be the free act and deed of Immobiliare Boston, Inc., as joint venturer of Immobiliare New England, before me,

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss:

, 1985

Then personally appeared the above-named Arturo L. Ressi di Cervia, President of Canopus, Ltd., and acknowledged the foregoing instrument to be the free act and deed of Canopus, Ltd., as joint venturer of Immobiliare New England, before me,

Notary Public

My Commission Expires: _____

DEED

BOSTON REDEVELOPMENT AUTHORITY
TO
BUILDING 103 ASSOCIATES
LIMITED PARTNERSHIP
PARCEL 3A

BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate, duly organized and existing under Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, (the "Grantor"), for consideration paid of TWO-HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) hereby GRANTS to BUILDING 103 ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership, Eighth Street, Charlestown, MA 02129 ("Grantee"), with QUITCLAIM COVENANTS, the following described parcel of land with the improvements thereon located in the Charlestown section of Boston, Suffolk County, Massachusetts:

PARCEL 3A

A certain parcel of land in Charlestown (Boston), Suffolk County, Massachusetts, situated on the southeast side of First Avenue, shown as Parcel 3A on a plan entitled "Parcels 3A, 3E, 3F, 3G, 3H, 3I, 3K & THIRTEENTH ST. EXT. SUBDIVISION PLAN OF LAND IN CHARLESTOWN, MASS" dated Nov. 17, 1983, most recently amended July 26, 1984 by SURVEY ENGINEERS OF BOSTON, which plan is recorded in the Suffolk County Registry of Deeds, Book 11062, Page 3. Said parcel is more particularly bounded and described according to said Plan as follows:

Beginning at a point in the southerly sideline of First Avenue, said point being three hundred fifty nine and 63/100 feet from the westerly sideline of Thirteenth Street Extension, thence;

S 40° 37' 18" E four hundred sixty three and 38/100 feet (463.38) to a point thence;

S 49° 20' 10" W ninety seven and 96/100 feet (97.96) to a point, thence;

N 40° 39' 50" W by the easterly sideline of Ninth Street four hundred sixty three and 42/100 feet (463.42) to a point, said point being at the intersection of the easterly line of said Ninth Street and the southerly line of said First Avenue, thence;

N 49° 22' 02" E ninety eight and 30/100 feet (98.30) by the southerly line of said First Avenue to the point of beginning

Being 4,225 m2 or 1.044 acres more or less, according to said Plan.

Easements Granted

Parcel 3A is hereby conveyed with the benefit of the following easements, to be used in common with all others entitled thereto:

(1) Electric and utility easements over Parcel 3E, as shown on said Plan.

Parcel 3A is hereby conveyed together with the benefit of the following easements, to be used (a) in common with all others entitled thereto and (b) in common with the Grantor as owner of Parcel No. 1 (also known as the "Historic Monument Parcel"), portions of Parcel No. 2 (also known as the "Project Parcel" and the "Buy Parcel"), and Parcel No. 3 (also known as the "Public Park Parcel", the "Recreation Parcel" and "Shipyard Park") shown on a plan entitled "Boston Redevelopment Authority, City of Boston Suffolk County - Massachusetts, Boston Naval Shipyard Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded with Suffolk County Registry of Deeds in Book 9182, Page 134 (the "BRA Alternate 1 Revised Plan"). (Parcels 1, 2 and 3 as shown on the BRA Alternate 1 Revised Plan are defined and hereinafter referred to as "Parcel 1", "Parcel 2" and "Parcel 3", respectively):

(1) An easement for travel by foot or vehicle (a) throughout First Avenue, Second Avenue, Third Avenue, Fifth Avenue, Sixth Street, Eighth Street, Ninth Street, Thirteenth Street, Sixteenth Street and the Gate 5 roadway area and entrance as shown within Parcels 1, 2 and 3 and (b) throughout all such additional or extended streets and ways as may be established by the Grantor within Parcels 1, 2 and 3 or within such areas of the U.S.S. Constitution National Park (as said Park is shown on the BRA Alternate 1 Revised Plan or on any other future plans of record) as may be conveyed to or dedicated to the use and control

of the Grantor. This easement shall include the right to use all of the aforesaid avenues, streets and ways for all purposes for which streets and ways may be used from time to time within the City of Boston, except that the easement throughout Second Avenue shall be for travel by foot and by emergency and other authorized vehicles only.

(2) An easement to use and connect into all utility systems, lines, pipes, drains, conduits and related equipment and appurtenances, including without limitation all electricity, gas, water, sewer, drainage and telephone lines, as they currently exist and as they may be established or relocated from time to time by the Grantor within streets and other areas in Parcel 1, 2 and 3 and as they may be designated or located on any future plans of record.

The Grantor also hereby assigns to the Grantee the rights of the Grantor, as they relate to Parcel 3A, in and to all temporary easement rights to travel throughout those portions of Gate 1, First Avenue, Second Avenue, Third Avenue and Fourth Street within the aforesaid U.S.S. Constitution Park as set forth and exhibited in an Agreement to Exchange Real Property between the United States of America and the Boston Redevelopment Authority dated April 2, 1979 and recorded with Suffolk County Registry of Deeds in Book 9182, Page 200.

Easements Reserved and to which Premises are Subject

Parcel 3A is conveyed subject to the following easements, which are hereby reserved by the Grantor for its use (as owner of adjoining land) in common with the Grantee and others entitled thereto, including Parcels 3E, 3F, 3H, 3K and 3I, as said parcels are more particularly described on the November 17, 1983 plan as amended:

Easements to construct, operate, maintain, inspect, repair and replace subsurface utility systems, lines, pipes, drains, conduits and related equipment and appurtenances, including without limitation subsurface electricity, gas, water, sewer drainage and telephone lines, in the areas shown as "8 Feet Wide Utility Easement" and "5 Feet Wide Electric Easement" on the November 17, 1983 plan, as amended, and the area thirty feet in width west of the boundary between parcel 3A and parcels 3E and 3F.

Covenants

(1) All of the above-described premises are conveyed subject to the terms, conditions, covenants and agreements contained in the Charlestown Urban Renewal Plan Project No. Mass. r-55, adopted by Boston Redevelopment Authority on March 25, 1965, recorded with Suffolk County Registry of Deeds in Book 8136, Page 704, and amended to include Boston Naval Shipyard

by instrument adopted by Boston Redevelopment Authority at its offices at the Ninth Floor, City Hall, Boston, Massachusetts (the "Charlestown Urban Renewal Plan").

(2) All of the above-described premises are conveyed subject to and together with the benefit of a certain Agreement between the Boston Redevelopment Authority and Immobiliare New England, a Massachusetts joint venture, comprised of Immobiliare Boston, Inc., a Massachusetts corporation, and Canopus, Ltd., a Delaware corporation, dated December 7, 1978 most recently amended July 12, 1984 and filed with the Secretary of the Boston Redevelopment Authority at its offices at the Ninth Floor, City Hall, Boston, Massachusetts notice of which is recorded with Suffolk County Registry of Deeds in Book ____ Page _____. (the "Land Disposition Agreement").

(3) The Grantee covenants for itself, and every successor in interest to the property hereby conveyed, or any part thereof, that the Grantee and such successors shall not discriminate upon the basis of sex, race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

(4) All changes or deviations in the plans for Parcel 3A, submitted to and approved by the Grantor, if any, are subject to review and approval by the Grantor for the life of the Charlestown Urban Renewal Plan.

(5) Construction of improvements on the above-described premises in compliance with all of the terms and conditions of the Land Disposition Agreement shall be commenced within thirty (30) days after delivery of this Deed to and possession of the premises by the Grantee, and shall be diligently prosecuted to substantial completion not later than eighteen (18) months after the commencement thereof. In the event that the Grantee shall be unable to complete construction by such time due to fire, flood, unavoidable accident or other casualty, labor difficulties, strikes, shortages of labor, materials or equipment, war, civil commotion, acts of God, severe or inclement weather, or any other cause beyond Grantee's control, the time for completion of construction shall be extended for a period equal to the length of the delay caused thereby. Promptly after substantial completion of the improvements, the Grantor shall deliver a Certificate of Completion to the Grantee. Such certificate shall be in

recordable form and shall be a conclusive determination of completion of construction and of satisfaction and termination of the covenants contained in this paragraph.

(6) During the term of the Charlestown Urban Renewal Plan, no building or structure shall be constructed or built on the above-described premises, other than the improvements described in and permitted by the Land Disposition Agreement, unless and until (a) the proposed plans for such building or structure have been submitted to the Grantor and (b) the Grantor shall have approved the proposed plans in writing and authorized the construction of such building or structure as in conformity with the requirements of the Charlestown Urban Renewal Plan.

(7) During the term of the Charlestown Urban Renewal Plan, the Grantee shall, from time to time, at all reasonable hours, give to the duly authorized representatives of the United States of America, the Grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the above-described premises and to all open areas surrounding the same, subject, however, to the rights of any tenants and licensees of the premises.

(8) During the term of the Charlestown Urban Renewal Plan, the Grantee shall keep the improvements constructed on the above-described premises in good and safe condition and repair unless such improvements shall have become uninsurable, and in the occupancy, maintenance and operation of such improvements, the Grantee shall comply with all applicable laws, ordinances, codes and regulations.

(9) The Grantor hereby warrants and covenants that the above-described premises are being conveyed hereby specifically free and clear of any claim or lien by the City of Boston for any municipal charges, betterments or assessments allocable to the premises or to any larger area of which these premises are a part; and the Grantor hereby agrees to indemnify and hold harmless and to defend the Grantee from any such claims together with all costs and fees incurred in connection therewith.

Title References

For title of the Grantor, see the following:

- (1) Deed from United States of America to Boston Redevelopment Authority, dated May 21, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 165.
- (2) Confirmatory Taking by Boston Redevelopment Authority, dated May 17, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 189.

- (3) C. 556 of Massachusetts Acts and Resolves of 1978.
- (4) Deed from Massachusetts Port Authority to Boston Redevelopment Authority, dated May 24, 1979 recorded with Suffolk County Registry of Deeds in Book 9182, Page 176.
- (5) See also an Agreement to Exchange Real Property by and between United States of America and Boston Redevelopment Authority, dated April 2, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 200.
- (6) See also the following additional Deeds to Boston Redevelopment Authority.
 - (A) Deed from United States of America of Parcel 1 dated July 7, 1978, recorded with Suffolk County Registry of Deeds in Book 9182, Page 149.
 - (B) Deed from United States of America, Bureau of Outdoor Recreation of Parcel 3 Park Parcel (also known as Recreation Parcel or Shipyard Park), dated May 6, 1977, recorded with Suffolk County Registry of Deeds in Book 8955, Page 262, as reformed by Deed from Heritage Conservation and Recreation Service, dated May 15, 1979, recorded with Suffolk County Registry of Deeds in Book 9182, Page 134.

The terms "Grantor" and "Grantee" when used in this Deed shall include their successors and assigns.

Executed as a sealed instrument as of the _____ day of _____, 1985.

GRANTOR:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Stephen F. Coyle
its Director

GRANTEE:

BUILDING 103 ASSOCIATES
LIMITED PARTNERSHIP

By _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1985

Then personally appeared the above-named Stephen F. Coyle, Director, who executed the foregoing instrument on behalf of the Boston Redevelopment Authority and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority,

Before me

(Name)

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1985

Then personally appeared the above-named _____, who executed the foregoing instrument on behalf of Building 103 Associates Limited Partnership and acknowledged the foregoing instrument to be the free act and deed of said limited partnership.

Before me,

(Name)

Notary Public

My Commission Expires:

R207/U